



## US EMBASSY, PRETORIA

**CONTRACT NUMBER: S 0121 /6**

**PROJECT 3 – COVERED PARKING**

**TENDER DOCUMENT**

**(August 2012)**

**FULL NAME OF BIDDER**

(BIDDING ENTITY (i.e. CC, PTY, LTD, JV,  
etc.)

**THE OFFERED TOTAL OF THE  
PRICES**

(Including Value Added Tax)

	<b><u>CONTEXT</u></b>	<b><u>PAGE</u></b>
1	SUMMARY FOR BID OPENING	3
2	INVITATION TO TENDER	4
3	NOTICE TO TENDER	5
4	FORM OF OFFER	6
5	CONTRACT DATA	7
6	AGREEMENT IN TERMS OF HEALTH AND SAFETY	8
7	PRICING DATA	12
8	BILL OF QUANTITIES	15
9	SUMMARY	18
10	DRAWINGS	20
11	FAR and DOSAR clauses	

**SUMMARY FOR BID OPENING PURPOSES**

NAME OF BIDDING ENTITY:

.....

Physical Street Address .....

.....

.....

Area Code .....

Postal Address .....

.....

.....

Area Code .....

Telephone No. (.....).....

E-Mail. ....

**CONTRACT PRICE (VAT exclusive)** R.....

**VAT (14%)** R.....

**CONTRACT PRICE (Incl. VAT)** R.....

Amount brought forward from the Form of Offer and Acceptance

Signature: .....

Signed by authorised representative of the Bidding Entity:

Date: .....

\*Note

Should any discrepancy occur between this figure and that stated in the Form of Offer and Acceptance, the latter shall take precedence and apply.

**INVITATION TO TENDER**

Tenders are hereby invited from suitable building Contractors for the following project situated at the US Embassy in Pretoria:

**PROJECT 3 – COVERED PARKING**

The Scope of work comprises:

1. The establishment of site and removal thereof on completion
2. Associated clearing, protection and safety, earthworks and reinstatement on completion.
3. The construction of a paved roadway and 7 parking bays. The parking bays will be covered with a cantilever steel structure with shade cloth.

The Engineer for this project is Sizatech Consulting Engineers. For further information contact Mr. S Holtzhausen at Tel. (012) 361 4373.

A compulsory tender site visit / briefing will be held on **Wednesday 22 August 2012 at 09h00** and Tenderers must meet the Engineer at the entrance of the US Embassy in 877 Pretorius Street, Arcadia, Pretoria.

Completed tender documents, fully priced and signed must be sealed in an envelope marked

**CONTRACT No. S 0121/6**

**Project 3 – Covered Parking,**

**CLOSING DATE Friday 31 August 2012 at 16h00**

and must be deposited at the US Embassy, 877 Pretorius street, Arcadia, Pretoria, for the attention of Jenny Kriek.

Telegraphic or telefax transmissions will not be accepted.

**PART 1      NOTICE TO TENDERERS**

**1.0      SCOPE OF WORK**

The Scope of the project is:

- Construction of a concrete block paved road way and 7 parking bays, including earthworks, layer works, kerbing and road markings.
- Construction of shade ports through a nominated subcontractor for the 7 parking bays.

**2.0      TENDERERS TO NOTE**

Tenderers are advised to check the number of pages and contents of this Document and if any doubt exists as to the full intent or meaning of any description, the Engineer must be notified at once and have the same clarified.

No alterations, erasures, omissions or additions are to be made to the text of the document.

**Additionally the Contractor shall submit the following:**

1. Valid original TAX Clearance certificate
2. Company profile complete with references, Contract Management Structure with CV's of Key Personnel
3. Proof of company registration (CK 1)

**FORM OF OFFER**

**OFFER (AGREEMENT)**

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works:

.....

The Bidder, identified in the Offer signature block below, has examined the documents listed in the Bid Data and addenda thereto as listed in the Bid Schedules, and by submitting this Offer has accepted the Conditions of Bid.

By the representative of the Bidder, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance, the Bidder offers to perform all of the obligations and liabilities of the Contractor under the Contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the Conditions of Contract identified in the Contract Data.

**THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS**

..... rand (in words);

R ..... (in figures),

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the Bidder before the end of the period of validity stated in the Bid Data, whereupon the Bidder becomes the party named as the Contractor in the Conditions of Contract identified in the Contract Data.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the Bid documents and the receipt by the Bidder of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this Agreement.

**FOR THE BIDDER:**

Signature(s) .....

Name(s) .....

Capacity .....

.....

(Name and address of organisation)

Name and signature of Witness .....

Date .....

**CONTRACT DATA**

**CONDITIONS OF CONTRACT**

The relevant FAR and DOSAR clauses, which will be binding to the purchase orders issued for the work and attached to this document will apply.

The General Conditions of Contract for Construction Works (2010) 2<sup>nd</sup> Edition, published by the South African Institution of Civil Engineering, is applicable to this Contract and is incorporated herein by reference. Copies of these Conditions of Contract may be obtained from the South African Institution of Civil Engineering, Tel. No. (011) 805-5947/48/53.

In the event of a conflict between the purchase order FAR and DOSAR clauses and South African law, the US government clauses will prevail.

**PART 1: DATA PROVIDED BY THE EMPLOYER**

The following contract specific data are applicable to this Contract:

The Employer is:	<b>US EMBASSY, PRETORIA</b>
The Employer's address for receipt of communications is: <u>Physical address:</u> USA Embassy 877 Pretorius Street Pretoria 0001	
The Engineer is:	<b>SIZATECH CONSULTING ENGINEERS</b>
The Engineer's address for receipt of communications is: <u>Physical address:</u> 32 Ringwood Avenue Lynnwood Manor 0040	
<u>Postal address:</u> P.O Box 73538 Lynnwood Ridge 0040	
Validity period will be 30 days	
Project duration is 3 months	
Retention of 10% will be deducted from each payment, which will be reduced to 5% on the final payment and held for the duration of the defects liability period	
A defects liability of 12 months will be applicable.	

**AGREEMENT IN TERMS OF THE OCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993)**

THIS AGREEMENT made at .....

on this ..... day of ..... in the year 20.....

between

**THE US EMBASSY, PRETORIA  
(hereinafter called "the Employer") of the one part,**

herein represented by .....

in his capacity as .....

and

.....  
(hereinafter called "**the Mandatory**") of the other part,

herein represented by .....

in his capacity as .....

WHEREAS the Employer is desirous that certain works be constructed, viz

.....  
and has accepted a Bid by the Mandatory for the construction, completion and maintenance of such Works and whereas the Employer and the Mandatory have agreed to certain arrangements and procedures to be followed in order to ensure compliance by the Mandatory with the provisions of the Occupational Health and Safety Act, 1993 (Act 85 of 1993);

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1 The Mandatory shall execute the work in accordance with the Contract Documents pertaining to this Contract.
- 2 This Agreement shall hold good from its Commencement Date, which shall be the date of a written notice from the Employer or Engineer requiring him to commence the execution of the Works, to either

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

- (a) the date of the Final Approval Certificate issued in terms of Clause 52.1 of the General Conditions of Contract (hereinafter referred to as "the GCC"),
  - (b) the date of termination of the Contract in terms of Clauses 54, 55 or 56 of the GCC.
- 3 The Mandatory declares himself to be conversant with the following:
- (a) All the requirements, regulations and standards of the Occupational Health and Safety Act (Act 85 of 1993), hereinafter referred to as "The Act", together with its amendments and with special reference to the following Sections of The Act:
    - (i) Section 8 : General duties of employers to their employees;
    - (ii) Section 9 : General duties of employers and self-employed persons to persons other than employees;
    - (iii) Section 37 : Acts or omissions by employees or mandatories, and
    - (iv) Subsection 37(2) relating to the purpose and meaning of this Agreement.
  - (b) The procedures and safety rules of the Employer as pertaining to the Mandatory and to all his subcontractors.
- 4 In addition to the requirements of Clause 33 of the GCC and all relevant requirements of the above-mentioned Volume 3, the Mandatory agrees to execute all the Works forming part of this Contract and to operate and utilise all machinery, plant and equipment in accordance with the Act.
- 5 The Mandatory is responsible for the compliance with the Act by all his subcontractors, whether or not selected and/or approved by the Employer.
- 6 The Mandatory warrants that all his and his subcontractors' workmen are covered in terms of the Compensation for Occupational Injuries and Diseases Act, 1993 which cover shall remain in force whilst any such workmen are present on site. A letter of good standing from the Compensation Commissioner to this effect must be produced to the Employer upon signature of the agreement.
- 7 The Mandatory undertakes to ensure that he and/or subcontractors and/or their respective employers will at all times comply with the following conditions:
- (a) The Mandatory shall assume the responsibility in terms of Section 16.1 of the Occupational Health and Safety Act. The Mandatory shall not delegate any duty in terms of Section 16.2 of this Act without the prior written approval of the Employer. If the Mandatory obtains such approval and delegates any duty in terms of section

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

16.2 a copy of such written delegation shall immediately be forwarded to the Employer.

- (b) All incidents referred to in the Occupational Health and Safety Act shall be reported by the Mandatory to the Department of Labour as well as to the Employer. The Employer will further be provided with copies of all written documentation relating to any incident.
- (c) The Employer hereby obtains an interest in the issue of any formal inquiry conducted in terms of section 32 of the Occupational Health and Safety Act into any incident involving the Mandatory and/or his employees and/or his subcontractors.

In witness thereof the parties hereto have set their signatures hereon in the presence of the subscribing witnesses:

**SIGNED FOR AND ON BEHALF OF THE EMPLOYER:**

SIGNATURE: ..... NAME (In capitals) .....

WITNESS 1 ..... NAME (In capitals) .....

**SIGNED FOR AND ON BEHALF OF THE MANDATORY:**

SIGNATURE: ..... NAME (In capitals) .....

WITNESS 1 ..... NAME (In capitals) .....

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

**CERTIFICATE OF AUTHORITY FOR SIGNATORY TO AGREEMENT IN TERMS OF OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993)**

The signatory for the company that is the Contractor in terms of the above-mentioned Contract and the Mandatory in terms of the above-mentioned Act shall confirm his or her authority thereto by attaching to this page a duly signed and dated copy of the relevant resolution of the Board of Directors.

**An example is given below:**

"By resolution of the Board of Directors passed at a meeting held on ..... 20 .....,

Mr/Ms .....

Whose Signature appears below, has been duly authorised to sign the AGREEMENT in terms of THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT 85 of 1993)

on behalf of .....

**SIGNED ON BEHALF OF THE COMPANY:**

SIGNATURE: ..... NAME (In capitals) .....

In his/her capacity as: .....

WITNESS 1 ..... NAME (In capitals) .....

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

**PART C2 PRICING DATA**

- C2.1 PRICING INSTRUCTIONS
- C2.2 BILL OF QUANTITY
- C2.3 SUMMARY OF THE BILL OF QUANTITIES

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

**C2.1 PRICING INSTRUCTIONS**

- 1 The General Conditions of Contract, the Contract Data, the Specifications (including the Project Specifications) and the Drawings shall be read in conjunction with the Bill of Quantities.
- 2 The Bill comprises items covering the Contractor's profit and costs of general liabilities and of the construction of Temporary and Permanent Works.

Although the Bidder is at liberty to insert a rate of his own choosing for each item in the Bill, he should note the fact that the Contractor is entitled, under various circumstances, to payment for additional work carried out and that the Engineer is obliged to base his assessment of the rates to be paid for such additional work on the rates the Contractor inserted in the Bill.

Clause 8 of each Standardized Specification, and the measurement and payment clause of each Particular Specification, read together with the relevant clauses of the Project Specifications, all set out which ancillary or associated activities are included in the rates for the specified operations.

- 3 Descriptions in the Bill of Quantities are abbreviated and may differ from those in the Standardized and Project Specifications. No consideration will be given to any claim by the Contractor submitted on such a basis. The Bill has been drawn up generally in accordance with the latest issue of Civil Engineering Quantities. Should any requirement of the measurement and payment clause of the appropriate Standardized or Project Specification(s) be contrary to the terms of the Bill or, when relevant, to the Civil Engineering Quantities, the requirement of the appropriate Standardized, Project, or Particular Specification as the case may be, shall prevail.
- 4 Unless stated to the contrary, items are measured net in accordance with the Drawings without any allowance having been made for waste.
- 5 The amounts and rates to be inserted in the Bill of Quantities shall be the full inclusive amounts to the Employer for the work described under the several items. Such amounts shall cover all the costs and expenses that may be required in and for the construction of the work described, and shall cover the costs of all general risks, profits, taxes (but excluding value-added tax), liabilities and obligations set forth or implied in the documents on which the Bid is based.
- 6 The quantities set out in the schedule of quantities are only approximate quantities. The quantities of work finally accepted and certified for payment, and not the quantities given in the schedule of quantities, will be used to determine payments to the contractor.
- 7 An amount or rate shall be entered against each item in the Bill of Quantities, whether or not quantities are stated. An item against which no amount or rate is entered will be considered to be covered by the other amounts or rates in the Bill.

The Bidder shall also fill in a rate against the items where the words "rate only" appears in the amount column. Although no work is foreseen under these items and no quantities are consequently given in the quantity column, the bided rates shall apply should work under these items actually be required.

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

Should the Bidder group a number of items together and bid one sum for such group of items, the single bided sum shall apply to that group of items and not to each individual item, or should he indicate against any item that full compensation for such item has been included in another item, the rate for the item included in another item shall be deemed to be nil. The bided rates, prices and sums shall, subject only to the provisions of the Conditions of Contract, remain valid irrespective of any change in the quantities during the execution of the Contract.

- 8 The quantities of work as measured and accepted and certified for payment in accordance with the Conditions of Contract, and not the quantities stated in the Bill of Quantities, will be used to determine payments to the Contractor. The validity of the Contract shall in no way be affected by differences between the quantities in the Bill of Quantities and the quantities certified for payment.

**Ordering of materials** is not to be based on the Bill of Quantities, but only on information issued for construction purposes.

- 9 For the purposes of this Bill of Quantities, the following words shall have the meanings hereby assigned to them:

Unit	:	The unit of measurement for each item of work as defined in the Standardized, Project or Particular Specifications
Quantity	:	The number of units of work for each item
Rate	:	The payment per unit of work at which the Bidder bids to do the work
Amount	:	The quantity of an item multiplied by the bided rate of the (same) item
Sum	:	An amount bided for an item, the extent of which is described in the Bill of Quantities, the Specifications or elsewhere, but of which the quantity of work is not measured in units

- 10 The units of measurement indicated in the Bill of Quantities are metric units. The following abbreviations may appear in the Bill of Quantities:

mm	=	millimetre	m	=	metre
km	=	kilometre	km-pass	=	kilometre-pass
m <sup>2</sup>	=	square metre	m <sup>2</sup> -pass	=	square metre-pass
ha	=	hectare	m <sup>3</sup>	=	cubic metre
m <sup>3</sup> -km	=	cubic metre-kilometre	kW	=	kilowatt
kN	=	kilo newton	kg	=	kilogram
t	=	ton (1 000 kg)	%	=	per cent
MN	=	mega newton	MN-m	=	mega newton-metre
PC Sum	=	Prime Cost Sum	Prov Sum	=	Provisional Sum



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

**C2.2 BILL OF QUANTITIES**

The Standard specifications for Road and Bridge works for state road authorities (COLTO) will be applicable and shall form part of this contract

*Contractor*

*Witness 1*

*Witness 2*

*Employer*

*Witness 1*

*Witness 2*

**BILL OF QUANTITIES**

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
13.01	<b>SECTION 1300</b> <b>CONTRACTORS ESTABLISHMENT AND GENERAL OBLIGATIONS</b>				
	(a) Fixed obligations	Sum	1		
	(c) Time related obligations	Weeks	8		
<b>TOTAL CARRIED FORWARD TO SUMMARY</b>					
23 23.01	<b>SECTION 2300</b> <b>CONCRETE KERBING, CONCRETE CHANNELLING, CHUTES AND DOWNPIPES, AND CONCRETE LININGS FOR OPEN DRAINS</b>				
	Concrete kerbing (a) Precast Fig 3 straight	m	60		
<b>TOTAL CARRIED FORWARD TO SUMMARY</b>					
33 33.04 33.10	<b>SECTION 3300</b> <b>MASS EARTHWORKS</b>				
	Removal of topsoil 100mm thick for disposal Cut to spoil, including free-haul up to 1 km. Material obtained from:	m <sup>2</sup>	270.0		
	(a) Soft excavation	m <sup>3</sup>	50.0		
	(b) Intermediate excavation	m <sup>3</sup>	6.0		
33.10	Roadbed preparation and the compaction of material (a) Compaction to 93% of modified AASHTO density	m <sup>3</sup>	40.0		
<b>TOTAL CARRIED FORWARD TO SUMMARY</b>					
34 34.01	<b>SECTION 3400</b> <b>PAVEMENT LAYERS OF GRAVEL MATERIAL</b>				
	Construction of pavement layers as: (d) Gravel subbase (chemically stabilized material) compacted to: (1) 95% of modified AASHTO density (150mm thick, C4)	m <sup>3</sup>	40.0		
<b>TOTAL CARRIED FORWARD TO SUMMARY</b>					

US EMBASSY, PRETORIA  
 CONTRACT No. S 0121 /6  
 PROJECT 3 – COVERED PARKING

35	<b><u>SECTION 3500</u></b>				
	<b>STABILIZATION</b>				
35.01	Chemical stabilization extra over unstabilized compacted layers (b) Sub-base (ii) 150mm thickness	m <sup>3</sup>	40.0		
35.02	Chemical stabilizing agent: (a) Ordinary portland cement	t	2		
<b>TOTAL CARRIED FORWARD TO SUMMARY</b>					
51	<b><u>SECTION 5100</u></b>				
	<b>CONCRETE PAVING AND BLOCK PAVING</b>				
51.04	(a)Block Paving (60mm thick interlocking incl. 20mm sand)	m <sup>2</sup>	221.0		
	(b)Relocation of existing paved walkway, incl. new 20mm sand	m <sup>2</sup>	41		
<b>TOTAL CARRIED FORWARD TO SUMMARY</b>					
	<b><u>PROVISIONAL SUMS</u></b>				
P1	Existing services	Sum	1.0	12000	12000
P2	Road Marking & signage	Sum	1.0	9000	9000
P3	Shade port by nominated sub contractor	Sum	1.0	25000	25000
P4	Lighting	Sum	1.0	12000	12000
<b>TOTAL CARRIED FORWARD TO SUMMARY</b>					

**SUMMARY OF THE BILL OF QUANTITIES**

SECTION	DESCRIPTION	AMOUNT
1300	Establishment and general obligations	
2300	Chutes downpipes and concrete linings	
3300	Mass earthworks	
3400	Pavement layers of gravel	
3500	Stabilization	
5100	Pitching stonework and erosion protection	
P	Provisional Sums	
<b>A</b>	<b>SUB TOTAL 1</b>	
<b>B</b>	ADD 10% CONTIGENCIES	(A x 0,1)
<b>C</b>	<b>SUB TOTAL 2</b>	(A + B)
<b>D</b>	ADD 14% VALUE ADDED TAX	(C x 0,14)
<b>E</b>	<b>TOTAL</b>	(C + D)

NAME OF TENDERER (FIRM) : .....

POSTAL ADDRESS : .....

.....

CONTACT PERSON : .....

TELEPHONE NUMBER : .....

FAX NUMBER : .....

**DRAWINGS**